

ATTACHMENT B

Reply to Responsive Matrix of Kenneth Wilson

December 6, 2002

Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
47	Allegiance	12/20/99	Directory Assistance Agreement with U S WEST DEX	CO, WA	No	N/A	Qwest has not been able to locate an agreement that matches this description. DEX has no involvement in providing directory assistance. However, from the title of the contract, it is self-evident that it should not be subject to § 252 for at least two reasons: (1) the directory assistance terms are not §251(b) or (c) obligations; and (2) the agreement is with U S WEST DEX, rather than with Qwest Corporation as the BOC.
48	Allegiance	12/20/99	Publishing Agreement for Official Listings with DEX	CO, WA	No	N/A	This contract is not subject to § 252 for at least two reasons: (1) the publishing terms are not §251(b) or (c) obligations; (2) the agreement is with U S WEST DEX, rather than with Qwest Corporation as the BOC.
49	Allegiance	3/23/00	Internet Calling Name Delivery Service Agreement	CO, WA	No	N/A	This contract is not subject to §252 because it is a form contract.
50	Allegiance	6/29/00	Directory Assistance Agreement with U S WEST	CO, WA	No	N/A	This contract is not subject to § 252 for two reasons: (1) the directory assistance terms are not §251(b) or (c) obligations; and (2) this is a form contract.
51	Allegiance	8/23/00	Internetwork Calling Name Delivery Service Agreement	CO, WA	No	N/A	This contract is not subject to §252 because it is a form contract.
52	Allegiance	6/19/02	Operator Service Agreement	CO, WA	No	Filed	This contract is not subject to § 252 for two reasons: (1) the operator services terms are not Section 251(b) or (c) obligations; and (2) this is a form contract. In any event, this agreement was filed with both relevant states (CO/WA) for approval anyway.

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53	Arch Communications	6/16/00	Confidential Billing Settlement Agreement	CO, ID, IA, NE, ND, UT, WA, WY	No	Not in effect	This agreement is a settlement of a historical dispute with no going forward obligations under Section 251, and is therefore not subject to Section 252. In any event, it was superseded by a filed Interconnection Agreement dated 7/1/00.
54	Arch Communications d/b/a Paging Network	4/23/01	Confidential Billing Settlement Agreement	CO, ID, IA, NE, ND, UT, WA, WY	No	Not in effect	PageNet was subsumed by Arch Communications, and the Arch Communications Interconnection Agreement is the operative agreement for the combined companies. Thus, this agreement contains no going-forward terms that are in effect. (This matter was previously discussed in response to comments of PageData in Qwest's Supplemental Reply Comments in this docket at 61, n.69.
55	Electric Light Wave	6/19/99	Confidential Settlement Document and Release	WA, ID, UT	No	Not in effect	It is Qwest's understanding that Mr. Wilson is referring to the agreement of this title dated 12/30/99. That agreement expired by its own terms on 12/31/01 and has also been superseded by a 4/26/02 agreement, the going forward terms of which have been filed with the applicable state commissions.
56	Electric Light Wave	4/30/01	Amendment #2 to Confidential Settlement Agreement	WA, ID, UT	No	Not in effect	This agreement expired by its own terms on 7/1/01 and has also been superseded by a 4/26/02 agreement, the going forward terms of which have been filed with the applicable state commissions.
57	Eschelon	10/1/00	Confidential Purchase Agreement	CO, ID, UT, WA	No	N/A	This is a volume purchase agreement and contains no provisions setting rates, terms or conditions for §251(b) or (c) obligations. In any event, this agreement was terminated by the March 1, 2002 Settlement Agreement (¶

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							3(b)(4)).
58	Eschelon	11/15/00	Confidential Billing Settlement Agreement	CO, ID, UT, WA	No	N/A	Provisions in ¶ 2 are a settlement of a historical dispute and have been fully performed with no going forward obligations under Section 251. Provisions in ¶ 1 regarding a “new platform” are contained in and superseded by a filed interconnection amendment that was approved by the state commissions. This provision simply evidences an intention to enter into and file an interconnection agreement, which occurred, and thus this contract does not contain any terms that should be subject to a filing requirement.
59	Eschelon	7/3/01	Confidential Third Amendment to Confidential Trade Secret Stipulation	CO, ID, UT, WA	No	Not in effect	This agreement was terminated by the March 1, 2002 Settlement Agreement (¶ 3(b)(6)).
60	e-spire	6/20/01	Confidential Billing Settlement Agreement	CO	No	N/A	This agreement is a settlement of a historic dispute with no going forward obligations under Section 251.
61	McLeodUSA	10/26/00	Amendment to Confidential Billing Settlement Agreement	All	No	N/A	¶¶ 1 and 2 are settlements of a historical dispute and have been fully performed. Other provisions contained in ¶ 1 regarding a “new platform” are contained in and superseded by a filed interconnection amendment that was approved by the state commissions. This provision simply evidences an intention to enter into and file an interconnection agreement, which occurred. Thus, this contract does not contain any terms that should be subject to a filing requirement.
62	McLeodUSA	12/31/01	Confidential Billing	All	No	N/A	This agreement is a settlement of a historical

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			Settlement Agreement (QCC)				dispute with no going forward obligations under Section 251
63	Nextel	9/20/01	Settlement Agreement and Mutual Release	All	No	N/A	This agreement is a settlement of a historical dispute with no going forward obligations under Section 251.
64	SBC	6/1/01	Confidential Consent to Assignment & Collocation Change of Responsibility Agreement	UT	No	N/A	This contract is a settlement of a historical dispute with NAS (Network Asset Solutions) and an assignment of collocation from NAS to SBC under the terms of the SBC Interconnection Agreements. Therefore, the terms of collocation are governed by the SBC Interconnection Agreements. Qwest believes that a consent to an assignment of collocation from one CLEC to another is not an ongoing term of interconnection, but in any event, any currently ongoing terms of interconnection are superseded and governed by SBC's Interconnection Agreement.
65	SBC	10/5/01	Facility Decommissioning Agreement	UT	Yes	Filed	This agreement was filed for approval with the Utah Commission on August 2, 2002.
66	Western Wireless	4/17/00	Settlement Agreement and Mutual Release	ND, MO, UT	No	N/A	This is a settlement of a historical dispute with no going forward obligations under Section 251.
67	XO	12/31/01	Confidential Billing Settlement Agreement (QCC)	CO, UT, WA	No	N/A	Qwest is unsure which agreement Mr. Wilson is referring to, but the agreements of this date and title involve either a settlement of a historical dispute with no going forward obligations under Section 251, or out-of-region issues.
68	XO	12/31/01	Take or Pay Agreement	CO, UT, WA	No	N/A	This contract contains no provisions setting rates, terms or conditions for Section 251(b) or (c) services

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69	Z-Tel	5/18/01	Memorandum of Understanding	All	No	N/A	This agreement expresses an intention to negotiate and enter into interconnection agreements and also contains a 60-day litigation stand-down provision. In any event, all interconnection issues are governed by filed and approved interconnection agreements between the parties.
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